

## **SHORT TERM (VACATION) CONDO AND HOUSE RENTAL AGREEMENT**

**This contract is a legal agreement between the Guest (Renter) and the Property Owner (Shannon Kuzmer). RENTAL OF OUR HOME AT CHECK-IN CONSTITUTES ACCEPTANCE OF THIS RENTAL AGREEMENT BETWEEN OWNER AND RENTER. PLEASE READ ALL.**

\*\*\*\* Renter agrees to follow the Check-In (3:00 pm) and Check-out (11:00 am) times. Please follow this schedule, as there will be someone in the rental home before and after you, and the cleaners require this time to clean the home. Maximum occupancy is as follows: 5 people max

\*\*\*\* Renter agrees to not smoke in our rental home. Renter agrees to not bring any pets into our rental home without requesting first. Vacation rental may be as short as 2 days min. or as long as 4 months max. Rentals longer than 4 months require renter signature of approval of our long term rental agreement.

\*\*\*\* Renter, renter's family, guests, children, agents, employees or visitors agree to abide by the "Rules of the Maggie Lake Private Community" and applicable WA. Laws. Renter must be at least 25 years old with valid driver's license and either a single family or 4 couples max.

\*\*\*\* Renter agrees that owner shall not be liable for any damages or injury to renter, renter's family, guests, agents, or employees while in our rental home. Renter is responsible for any lost items in the home and repair of any damage to the home caused by renter, renter's family, guests, agents, or employees and agrees to replace such loss and or repair such damage at renter's expense.

\*\*\*\* Renter agrees to indemnify and save harmless Owner from any and all costs, expenses, legal proceedings, attorney fees, suits, claims or demands whether from loss of life, damage to the property, or injury to the Renter, renter's agent, family, or guest entering the property of every kind and nature. Renter agrees to obey all Community, Rental Home and Lake rules.

\*\*\*\* Renter understands that upon violation of any conditions, agreements, restrictions, covenants, and obligations of this property by force or statutory proceedings, in which case any and all monies paid by Renter will be forfeited by the Renter as liquidated damages in additions to and not in lieu of any rights or remedy available under law.

\*\*\*\* Owner-Shannon Kuzmer may terminate this rental agreement with tenant for convenience with or without cause at the Owner's sole discretion and may terminate and or put out tenant immediately, in the event of unpaid rent after 5 days past due, cancelled or bad rent check, damage to home, or unsettled dispute or irreconcilable differences.

\*\*\*\* If renter submits a bad or cancelled check (insufficient funds) to owner, or causes damage to property or loss in property items, then owner may charge credit card used for deposit to collect any unpaid rent and cancelled check fees. In the event of re-entry by Owner, it is herein provided that Renter shall be liable in damages to said Owner for all loss sustained. Renter shall have no further claims against Owner. This home rental agreement between owner – Shannon Kuzmer and renter is non-cancelable.

\*\*\*\* Renter agrees to keep home in good, clean condition, do not move or rearrange furniture at all, and promptly report any damage, inventory shortages and/or repairs needed for rental home. Owner may replace item(s) or make repairs to rental home at our sole discretion, and owner shall have total control over our expenditures, just as you have total control of your rental spending. Therefore, we may or may not spend our money to fix or replace items in our rental home, depending on cash flow, urgency, and final approval or not by owner: Shannon Kuzmer. Typically, we substantially upgrade our rental home every year since 2005 we do appreciate your business!

\*\*\*\* If rental home needs something under \$100 total max. /renter, please call owner: Shannon Kuzmer at 253-223-5559 to request approval to buy item(s). Once you get my approval, items are under \$100 total, you may purchase item(s) and mail / email me your receipt for reimbursement. Item(s) must be left in rental home after your stay. Once I have approved item(s), seen your receipt and verified they are in home after your stay, I will reimburse you up to \$100 max.

\*\*\*\* Renter agrees to not access or open the owners locked sheds at rental home. Agent or authorized employee/repairman may enter premises at reasonable hours any day for the purpose of effecting necessary repairs and inspections. Renter agrees to not use our home for any house/fraternity/sorority parties, youth groups, minors (unless accompanied by parents), or any unlawful, illegal or immoral purposes. If any questions, please call owner.

\*\*\*\* Renter agrees to not sublet or assign this rental agreement without consent of the property owner.

\*\*\*\* Renter agrees to abide by our "Before You Leave" policy: Turn off all lights, TV, appliances, stereo, etc. Remove any trash or food that you brought into our rental home. Please place all dirty or used towels and linens on bathroom and bedroom floors, respectively. Please clean up kitchen, or clean dishes, glasses, utensils, etc. Use owners vacuum, and clean up any spills (after clean up), sand or mess and leave home as you found it when you checked - in. Renter agrees to not move any furniture, appliances, art, materials, etc. Please make sure front and porch doors and windows are all locked. An inspection of the rental home after your stay will be performed to evaluate the rental home condition for next guests.

\*\*\*\* Upon arrival, please inspect rental home immediately within first 60 minutes or by 5:00 pm at the latest or please call the next day before noon (Sundays are okay to call us). Please call or email us of any specific problems within 60-min. of your check-in. If you have a problem you must call owner – Shannon Kuzmer at 253-223-5559 when you arrive at check-in or by above times! Thank you!

\*\*\*\* Renter accepts our rental home as is, and as shown on our website, which all of our pictures, info, etc. are all actual, recent and accurate to the best of our ability. If you don't like our rental home for any reason, please we would rather you not rent it. Our rental home is very nice and clean to us and to hundreds of our many satisfied renters; however, they are not brand new, nor pristine. Our rental home has great views and at very discounted, bargain, owner direct prices! However, if you are a very critical type renter, you may want to spend

more money and rent a brand new rental home that better suits your needs and tastes. We understand and know we can't please everyone, but have ~95% satisfied guests.

\*\*\*\* Renter agrees to not leave our rental home early before check-out date, or not check-in at all without telling owner immediately. Renter agrees to not demand or sue for refund of rental money in any case, whether, renter checks out early, or renter does not check-in, or if renter stays the full time, and then complains after the fact. We're sorry, no refund for early checkout or any case, except if an emergency (ex. hurricane evacuation, per City / Town official only) and approved in writing or verbal by owner. Our rental property is considered clean, decent, safe and sanitary.

\*\*\*\* Renter cannot use cleanliness, or ambiance / decor of home condition, etc.; or any excuse other than a personal emergency (approved by owner in writing or verbal) to leave rental home early, before check-out date/time, or if renter wants any type of refund for any reason. Owner must have the opportunity to re-rent the home upon your early checkout and know of any and all problems, so that we may correct them at Owner's sole discretion. Renter agrees to call owner (253-223-5559 or email: skuzmer@yahoo.com) and I will clean, if you have any problems.

\*\*\*\* I will come in and correct cleanliness of the home (if needed). On some rare occasions, the home may not be cleaned before your check-in, by inadvertent fault of cleaners, delays, scheduling mishap, etc., especially if cleaner(s) are very busy or have problem on a Sat. If home is not cleaned with fresh towels and linens upon check-in to our home or if you find any other problem(s), Renter agrees to call Owner immediately, so that we can fix problem(s), as deemed necessary by Owner and at Owner's sole discretion. Repairs that are the responsibility of the Owner will be made at the Owner's sole discretion. Only emergencies, as approved by the owner in writing, warrant early-check-out and or possible refund of rent money. Renter must request refund in writing and must be approved in writing by the Owner before we refund any money or give credit towards next stay.

\*\*\*\* Cancellation / Refund policy: \$50 cancellation fee if you cancel. if written cancellation is received before final balance is due , except if total rent paid in full with credit card or check or via online by PayPal. We cannot refund the 3% PayPal online credit card transaction fee. PayPal keeps that. PayPal refunds can take up to 1-2 weeks to receive, due to their slow process. , if paid with credit card or by PayPal. Any other refunds after the date that the final balance is due or date final payment is received (if PayPal or credit card) must be emergencies and approved by the owner in writing or verbal. A credit may be given towards your next stay with us on some occasions. If you pay by PayPal, check, credit card, money order, or any other form, we must talk to you live on the phone or in person before your stay or before a date which we inform you of, so as to confirm your reservation, and get information (phone #, renters age(s), # in party, confirm single family or 4 couples max., no smoking, and max. of 5 people or less) from you, or your stay will be cancelled and your money refunded minus PayPal charge and \$50 admin fee.

\*\*\*\* Renter agrees to contact us immediately if you have problems with anything in the home, or the rental home or Renter incurs damage or loss of item(s) during your stay. .

\*\*\*\* Policies, rates, vacancy, info, pictures, movies, etc. are subject to change without notice

Hello Here is the information about my cabin due to: short term vacation rentals are "Live" online for purchase.

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## MORE RENTAL INFORMATION

### Reservations:

Weekly- Typically, Sunday to Sunday. Deviations can be made on a last minute basis and are subject to availability. Discount for multiple week stay in the same property.

Nightly- 2 night minimum required. Call for restrictions and availability.

### Check-In:

3 pm. Owner will mail you a final confirmation letter with maps, rental info, home and Lake community rules, rental agreement, keys and parking passes. Check-Out:

11 am. No late check-outs. Return keys to drop box for departure, closing & locking the Cabin.

### Rental Payment:

Weekly reservations require a \$100 deposit which goes toward your final payment. On some occasions we may take a refundable security deposit, as we deem necessary. Deposit is due typically within 5 days of making reservation. Final payment including taxes, deposit and any rental items is due typically 2 months prior to arrival. Personal checks accepted if received 60 days prior to arrival. Payments after 30 days may be applied to Visa/Master Card or major credit card or PayPal. Canadian payments must be in U.S. funds.

### Returned Checks:

A \$20.00 service charge applies.

### Accidental Damage:

Intentional Acts, gross negligence or willful misconduct. Evidence of and/or damage caused by pets.

Damage done by unauthorized groups.

Loss of use or rental to future guests.

Loss or damage to guest's personal property or rental equipment brought onto the premises.

Beyond Normal wear & tear.

Any damage caused by a violation of our rental agreement above or in an action that violates Local, WA. State or USA Federal laws.

Does not apply to Acts of God

Owner will determine all necessary repairs, problems, etc. Please report all damages, problems, etc. to Owner: Shannon Kuzmer at 253-223-5559 immediately. Owner is not responsible for the damage, loss or theft of personal property, including but not limited to automobiles, motorcycles, recreational vehicles, personal items and cash, etc.

### Cancellations:

If you cancel your confirmed reservation and the property is not re-rented, you forfeit your entire rental amount, or in some cases we may offer you a credit towards your next stay with us. If you have paid in full and the rental home does not re-rent for your time, you forfeit your entire rental amount, or in some cases we may offer you a credit towards your next stay with us. If property is re-rented for same time as yours for same rate, all money prepaid will be refunded.

### Capacity of Accommodations:

Cabin is restricted to the number accommodates stated above regardless of available bedding. Exceptions made only for infants. Misrepresentation will result in eviction without refund.

No-Nos To Know: NO house parties. Property owners accepts single families and couples (4 max.) only.

NO Groups. (Fraternity, Sorority, student, and singles) Misrepresentation will result in eviction without refund.

NO fireworks on the premises.

NO exceeding max.

NO moving of furniture.

NO washing automobiles at Cabin.

NO removal of bed spreads, pillows or linens or towels to the beach or lake or outside of rental home!

NO entering of our private locked owner's sheds.

NO rude or unjustified complaints or demands for refunds. Please give us a chance to fix problem, at Owner's sole discretion.

Pets are allowed on rental property with approval by owner. Misrepresentation will result in eviction without refund.

No-Smoking Cabin:

Our rental home is designated as Non-Smoking. However, we cannot police or guarantee that the property will be smoke free; however, we will make every effort to respect this request. If a renter smokes in our non-smoking rental home, your credit card may be charged for damages and you may be asked to leave.

Parking: When parking at the lake you will need the parking pass or you will be towed at your expense by Lake Ordinance

Linens and Cribs:

Property is equipped with pillows, bedspreads, mattress pads and some blankets. Clean bed & bath linens are also included. You may also bring your own linens and towels, if you wish.

Cribs and crib linens are not available. Damaged, lost or stolen items are the responsibility of the renter, which you may be charged for.

Housekeeping:

Departure maid service is not included in rental rate. (\$40 cleaning fee) The Cabin is equipped with vacuum, broom and mop. Cleaning supplies are not provided. We request that the unit be prepared for departure by each renter by vacuuming, emptying the refrigerator, and removing all trash, Your help is much appreciated and will help determine your next discount amount.

Equipment & Furnishings:

The rental property is privately owned and is decorated and equipped to satisfy the particular tastes and desires of the owner. Conditions and furnishings vary according to cash flow and care given by the owner. Please Do not rearrange furniture or remove any items that are of the interior decor.

Handicap Facilities: The Cabin is not handicap friendly- sorry

Locked Sheds:

Owner has private storage sheds at rental home. These areas are absolutely not included in the rental. Please do not try to open them!

Repairs:

We cannot guarantee all appliances. There are NO REFUNDS should they fail. We strive to keep them in good working condition and will do everything possible to repair any malfunction within a reasonable time frame.

Routine Maintenance & Agent Access:

Owner, or its agents, may enter the rental home for the purpose of completing necessary

maintenance or for other necessary purposes, as we deem necessary at any time. Oftentimes it is impossible to notify you in advance of this work.

**Rental Items:**

Owner is not responsible for any items rented through an outside agency. Rental items belong to the rental company and should be treated with care. If rental item(s) are lost or damaged, you will be responsible for repair or replacement cost.

Phones: Please bring your cell phones. Our rental does not have a phone or land line

**Late Arrivals:**

You will be mailed all that you need to check-in after final payment (final letter with key, parking pass, info, maps, home and Lake rules, rental agreement, etc.), we do advise you try to check-in at the normal check-in time of 3pm.

**Special Reminders:**

All town and community ordinances are to be observed. Please use Maggie Lake pass provided - do not walk on private property. Thanks in advance!

**Lost & Found:**

Owner is not responsible for personal items left behind. Items not claimed after 30 days will be donated to a local charity. Any items requiring shipping will be given to a local mailing service for COD return.

**Typos:**

Although every effort has been made for accuracy, Owner is not responsible for errors in our website or letters to renters that we did not see or correct. We are all human. Descriptions and rates are subject to correction or change without notice. OWNER RESERVES THE RIGHT TO REFUND DEPOSIT, REFUSE RENTAL OR DISCONTINUE OCCUPANCY IF, IN THE OWNER'S OPINION, TENANT IS DETRIMENTAL TO OUR PROPERTY.

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### TROUBLESHOOTING TIPS

Welcome to our vacation home! Here are some troubleshooting tips when problems or malfunctions occur. Please report any problem or damage to rental home immediately by calling owner – Shannon Kuzmer at 253-223-5559, and please do not wait until check-out or afterwards. If renter unfortunately breaks and item, appliance, etc. in our rental home due to your misuse, neglect or damage, you may be responsible to pay for repairs or replacement, which is considered fair. If any item in rental home breaks, Owner may repair it, depending on cash flow and at owner's discretion, per our vacation home rental agreement with renter. Typically, we fix most problems within 0.5 - 2 days.

**Power Outages:**

Find main breaker box and open. Flip tripped circuit breakers and hit reset button, to see if that fixes problem. Call owner at 253-223-5559, if can't find breaker box or need electrician.

**Washer / Dryer:** Are for guess that stay a week or longer. Please do not overload.

Please be sure to clean out the lint filter in dryer before every use. If the washer or dryer does not have any power, please check circuit breaker in main disconnect box and trip / reset, if needed. Be sure to report any leaks immediately to owner and turn off water to washer! Make sure doors are fully closed before trying to operate. Please do not stop washer until it completes all cycles and has fully stopped. Then, please wait at least 3 min. after washer has fully stopped before opening door, as solenoid

has it locked. Please use  $\frac{1}{2}$  of normal soap amount only to prevent soap lock up.  
Washers are delicate, please be gentle.